

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

ENTREPRENEUR GROWTH CAPITAL, LLC,

Plaintiff,

vs.

GLOBAL BROADCASTING NETWORK,
INC., FALCON OIL & GAS, INC. and WAQAR
AHMED KHAN,

Defendants.

Civil Action No.

04cv8352

COMPLAINT

The Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, a limited liability company of the State of Delaware, which maintains a principal place of business at 545 Madison Avenue in the City of New York, County of New York and State of New York, complains of the Defendants and shows the Court the following:

JURISDICTION AND PARTIES

I.

1. The amount in controversy in the within action exceeds the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00).

2. Diversity of citizenship also exists in the within action. Defendant, GLOBAL BROADCAST NETWORK, INC., is, upon information and belief, a corporation of the State of New Jersey with a principal place of business located at 560 Sylvan Avenue in the Borough of Englewood Cliffs, County of Bergen and State of New Jersey.

3. Defendant, FALCON OIL & GAS, INC., is, upon information and belief, a corporation of the State of New York with a principal place of business located at 210 East 65th Street in the City of New York, County of New York and State of New York.

4. The Defendant, WAQAR AHMED KHAN, is a citizen of Pakistan, with a last known address located at 17 Victoria Place East in the Borough of Fort Lee, County of Bergen and State of New Jersey.

5. Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, is and was at all times hereinafter mentioned, a limited liability company duly organized under the laws of the State of Delaware, which maintains a principal place of business at 545 Madison Avenue in the City of New York, County of New York and State of New York.

6. The Defendants herein entered into Security Agreements with Plaintiff's assignor, Connecticut Bank of Commerce, wherein they consented to the jurisdiction of any federal or state court located in the State of New York for any action or proceeding brought with respect to said Security Agreement. A true copy of the Security Agreement between Plaintiff's assignor and the Defendant, GLOBAL BROADCASTING NETWORK, INC. dated January 17, 2002, is attached hereto and made a part hereof as Exhibit "C". A true copy of the Security Agreement among Plaintiff's assignor and the Defendants, FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, is attached hereto and made a part hereof as Exhibit "G".

FIRST CAUSE OF ACTION

II.

1. On or about January 17, 2002, Plaintiff's assignor, Connecticut Bank of Commerce, entered into a Revolving Credit & Loan Agreement, Revolving Credit Note and Security Agreement with Defendant, GLOBAL BROADCASTING NETWORK, INC. True copies of the Revolving Credit & Loan Agreement, Revolving Credit Note and Security Agreement are attached hereto and made a part hereof as Exhibits "A", "B" and "C", respectively.

2. In order to induce Connecticut Bank of Commerce to enter into the aforementioned Agreements with Defendant, GLOBAL BROADCASTING NETWORK, INC., the Defendant, WAQAR AHMED KHAN, executed and delivered to Connecticut Bank of Commerce his Personal Guaranty of the obligations of Defendant, GLOBAL BROADCASTING NETWORK, INC. to Connecticut Bank of Commerce. A true copy of his Guaranty dated January 17, 2001 is attached hereto and made a part hereof as Exhibit "D".

3. On or about October 17, 2002, the Agreements were purchased by and assigned to ENTREPRENEUR GROWTH CAPITAL, LLC, the Plaintiff herein. True copies of correspondence from the Federal Deposit Insurance Corporation to the Defendant, WAQAR AHMED KHAN, advising of the assignment of the Agreements to the Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, are attached hereto and made a part hereof, collectively, as Exhibit "E".

4. The Defendant, GLOBAL BROADCASTING NETWORK, INC., has defaulted in payments due under the aforementioned Agreements, and the Defendant, WAQAR AHMED

KHAN, has also defaulted by failing to honor his Personal Guaranty to make payments to Plaintiff. The amount due and owing as of September, 2002 was FIVE HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS AND 93/100 (\$532,867.93). Pursuant to the aforementioned Agreements, the Defendants, GLOBAL BROADCASTING NETWORK, INC. and WAQAR AHMED KHAN, are also indebted to Plaintiff for interest under the Agreements at the rate of twelve and one-half (12.5%) percent, *per annum*.

5. Additionally, pursuant to the terms of the Agreements attached hereto, Plaintiff is entitled to attorneys' fees in the event of the default of Defendants, GLOBAL BROADCASTING NETWORK, INC. and WAQAR AHMED KHAN thereunder.

6. The aforementioned default by the Defendants, GLOBAL BROADCASTING NETWORK, INC. and WAQAR AHMED KHAN, under the Agreements attached hereto constitutes a breach of the contract among the parties.

7. As a direct and proximate result of the Defendants' breach of contract, as aforesaid, Plaintiff has sustained damages.

WHEREFORE, Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, demands Judgment against the Defendants, GLOBAL BROADCASTING NETWORK, INC. and WAQAR AHMED KHAN, on the FIRST CAUSE OF ACTION for:

- A. Compensatory damages;
- B. Reasonable attorneys' fees;
- C. Lawful interest;
- D. Costs of suit; and
- E. For such other relief as the Court may deem appropriate.

SECOND CAUSE OF ACTION

III.

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST CAUSE OF ACTION as if same were set forth at length herein.

2. On or about November 27, 2001, Plaintiff's assignor, Connecticut Bank of Commerce, entered into a Demand Promissory Note and Security Agreement with Defendants, FALCON OIL & GAS, INC. and WAQAR AHMED KHAN. True copies of the Demand Promissory Note and Security Agreement are attached hereto and made a part hereof as Exhibits "F" and "G", respectively.

3. On or about October 17, 2002, the Demand Promissory Note and Security Agreement were purchased by and assigned to ENTREPRENEUR GROWTH CAPITAL, LLC, the Plaintiff herein. A true copy of correspondence from the Federal Deposit Insurance Corporation to the Defendant, WAQAR AHMED KHAN, advising of the assignment of the Agreements to the Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, is attached hereto and made a part hereof as Exhibit "H".

4. The Defendants, FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, have defaulted in payments due under the aforementioned Demand Promissory Note and Security Agreement. The amount due and owing as of September, 2002 was ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND 00/100 (\$135,000.00). Pursuant to the aforementioned Demand Promissory Note and Security Agreement, the Defendants, FALCON OIL & GAS, INC.

and WAQAR AHMED KHAN, are also indebted to Plaintiff for interest under said Agreements at the rate of twelve and one-half (12.5%) percent, *per annum*.

5. Additionally, pursuant to the terms of the Demand Promissory Note and Security Agreement attached hereto, Plaintiff is entitled to attorneys' fees in the event of the default of Defendants, FALCON OIL & GAS, INC. and WAQAR AHMED KHAN thereunder.

6. The aforementioned default by the Defendants, FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, under the Demand Promissory Note and Security Agreement attached hereto constitutes a breach of the contract among the parties.

7. As a direct and proximate result of the Defendants' breach of contract, as aforesaid, Plaintiff has sustained damages.

WHEREFORE, Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, demands Judgment against the Defendants, FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, on the SECOND CAUSE OF ACTION for:

- A. Compensatory damages;
- B. Reasonable attorneys' fees;
- C. Lawful interest;
- D. Costs of suit; and
- E. For such other relief as the Court may deem appropriate.

THIRD CAUSE OF ACTION

IV.

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST and SECOND CAUSES OF ACTION as if same were set forth at length herein.

2. In order to secure payments under the aforementioned Agreements by the Defendants, GLOBAL BROADCASTING NETWORK, INC., FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, UCC Financing Statements were executed and duly recorded with respect to all accounts, contract rights, chattel paper, general intangibles and merchandise returns and inventory (raw, finished and in process), wherever located; and equipment (machinery, tools, furniture, vehicles, etc.); wherever located and proceeds and books and records related to the foregoing. True copies of the UCC-1 Financing Statements are attached hereto and made a part hereof, collectively, as Exhibit "T".

3. As a direct result of the Defendants' default under the Agreements and Personal Guaranty as set forth above, and pursuant to the specific terms and conditions of those instruments, as well as the terms and conditions of the filed UCC-1 Financing Statements, Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, is entitled to immediate possession of all of Defendants' business assets, as more particularly described in said Agreements.

WHEREFORE, Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, demands Judgment on the THIRD CAUSE OF ACTION against Defendants, GLOBAL BROADCASTING NETWORK, INC., FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, for:

A. immediate possession of all of Defendants' business assets, including, but not limited to, all accounts, contract rights, chattel paper, general intangibles and merchandise returns and inventory (raw, finished and in process), wherever located; and equipment

(machinery, tools, furniture, vehicles, etc.); wherever located and proceeds and books and records related to the foregoing;

- B. Compensatory damages;
- C. Reasonable attorneys' fees;
- D. Interest from the date default;
- E. Costs of suit and interest thereon; and
- F. For such other relief as the Court may deem appropriate.

FOURTH CAUSE OF ACTION

V.

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST, SECOND and THIRD CAUSES OF ACTION as if same were set forth at length herein.

2. Defendants, GLOBAL BROADCASTING NETWORK, INC., FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, are indebted to Plaintiff on certain book accounts.

3. Plaintiff is further entitled to interest from the date of default and reasonable attorneys' fees.

4. Payment has been demanded from Defendants by Plaintiff but payment has not been made.

WHEREFORE, Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, demands Judgment on the FOURTH CAUSE OF ACTION against Defendants, GLOBAL BROADCASTING NETWORK, INC., FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, for:

- A. Compensatory damages;
- B. Reasonable attorneys' fees;
- C. Lawful interest;
- D. Costs of suit; and
- E. For such other relief as the Court may deem appropriate.

FIFTH CAUSE OF ACTION

VI.

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST, SECOND, THIRD and FOURTH CAUSES OF ACTION as if same were set forth at length herein.

2. Plaintiff sues Defendants, GLOBAL BROADCASTING NETWORK, INC., FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, for financing provided to the Defendants upon the promise of the Defendants to pay therefor.

3. Payment has been demanded and has not been made.

WHEREFORE, Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, demands Judgment on the FIFTH CAUSE OF ACTION against Defendants, GLOBAL BROADCASTING NETWORK, INC., FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, for:

- A. Compensatory damages;
- B. Reasonable attorneys' fees;
- C. Lawful interest;
- D. Costs of suit; and

E. For such other relief as the Court may deem appropriate.

SIXTH CAUSE OF ACTION

VII.

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST, SECOND, THIRD, FOURTH and FIFTH CAUSES OF ACTION as if same were set forth at length herein.

2. By accepting the benefits of the financing supplied by the Plaintiff's assignor without remitting payment therefor, the Defendants, GLOBAL BROADCASTING NETWORK, INC., FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, have been unjustly enriched at the expense of the Plaintiff.

WHEREFORE, Plaintiff, ENTREPRENEUR GROWTH CAPITAL, LLC, demands Judgment on the SIXTH COUNT against Defendants, GLOBAL BROADCASTING NETWORK, INC., FALCON OIL & GAS, INC. and WAQAR AHMED KHAN, for:

- A. Compensatory damages;
- B. Reasonable attorneys' fees;
- C. Lawful interest;
- D. Costs of suit; and
- E. For such other relief as the Court may deem appropriate.

LAW OFFICES OF CHARLES A. GRUEN
Attorneys for Plaintiff

By: _____
Charles A. Gruen (CG5456)
45 Essex Street, Suite 200
Hackensack, New Jersey 07601
(201) 342-1212

Dated: September 29, 2004

